

EXHIBIT A

Philip E. Stern Esq. (Atty. No. 003641990)

**DIFRANCESCO, BATEMAN, KUNZMAN,
DAVIS, LEHRER & FLAUM, P.C.**

15 Mountain Boulevard

Warren, NJ 07059-5686

(908) 757-7800

Attorneys for Plaintiff, Michael Fasano

MICHAEL FASANO,

Plaintiff,

v.

MARCUS & MILLICHAP REAL ESTATE
INVESTMENT SERVICES, INC., ITS
PARENT AND SUBSIDIARY ENTITIES;
HESSAM NADJI, IN HIS
PROFESSIONAL CAPACITY AND
PERSONALLY; J.D. PARKER, IN HIS
PROFESSIONAL CAPACITY AND
PERSONALLY; JOHN DOES 1-10; JANE
DOES 1-10; ABC CORPORATIONS,
(FICTITIOUS CORPORATIONS 1-10),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO.: BER-L-004354-21

Civil Action

SUMMONS

THE STATE OF NEW JERSEY

TO THE ABOVE-NAMED DEFENDANT: **HESSAM NADJI**

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy

clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.

Dated: August 2, 2021

Michelle M. Smith /s/
Michelle M. Smith
Clerk of the Superior Court

Name of defendant to be served:

Hesssam Nadji

Address for service:

**c/o Jocelyn A. Merced, Esq.
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
10 Madison Avenue, Suite 400
Morristown, NJ 07960
Email: Jocelyn.merced@ogletree.com**

Philip E. Stern Esq. (Atty. No. 003641990)

**DIFRANCESCO, BATEMAN, KUNZMAN,
DAVIS, LEHRER & FLAUM, P.C.**

15 Mountain Boulevard

Warren, NJ 07059-5686

(908) 757-7800

Attorneys for Plaintiff, Michael Fasano

MICHAEL FASANO,

Plaintiff,

v.

MARCUS & MILLICHAP REAL ESTATE
INVESTMENT SERVICES, INC., ITS
PARENT AND SUBSIDIARY ENTITIES;
HESSAM NADJI, IN HIS
PROFESSIONAL CAPACITY AND
PERSONALLY; J.D. PARKER, IN HIS
PROFESSIONAL CAPACITY AND
PERSONALLY; JOHN DOES 1-10; JANE
DOES 1-10; ABC CORPORATIONS,
(FICTITIOUS CORPORATIONS 1-10),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO.: BER-L-004354-21

Civil Action

SUMMONS

THE STATE OF NEW JERSEY

TO THE ABOVE-NAMED DEFENDANT: **J.D. PARKER**

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy

clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

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Dated: August 2, 2021

Michelle M. Smith /s/
Michelle M. Smith
Clerk of the Superior Court

Name of defendant to be served:

J.D. Parker

Address for service:

**c/o Jocelyn A. Merced, Esq.
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
10 Madison Avenue, Suite 400
Morristown, NJ 07960
Email: Jocelyn.merced@ogletree.com**

Philip E. Stern Esq. (Atty. No. 003641990)

**DIFRANCESCO, BATEMAN, KUNZMAN,
DAVIS, LEHRER & FLAUM, P.C.**

15 Mountain Boulevard

Warren, NJ 07059-5686

(908) 757-7800

Attorneys for Plaintiff, Michael Fasano

MICHAEL FASANO,

Plaintiff,

v.

MARCUS & MILLICHAP REAL ESTATE
INVESTMENT SERVICES, INC., ITS
PARENT AND SUBSIDIARY ENTITIES;
HESSAM NADJI, IN HIS
PROFESSIONAL CAPACITY AND
PERSONALLY; J.D. PARKER, IN HIS
PROFESSIONAL CAPACITY AND
PERSONALLY; JOHN DOES 1-10; JANE
DOES 1-10; ABC CORPORATIONS,
(FICTITIOUS CORPORATIONS 1-10),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO.: BER-L-004354-21

Civil Action

SUMMONS

THE STATE OF NEW JERSEY

TO THE ABOVE-NAMED DEFENDANT: **MARCUS & MILICHAP REAL ESTATE
INVESTMENT SERVICES, INC.**

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State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

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Dated: August 2, 2021

Michelle M. Smith /s/
Michelle M. Smith
Clerk of the Superior Court

Name of defendant to be served:

**Marcus & Milichap Real Estate Investment
Services, Inc.**

Address for service:

**c/o Jocelyn A. Merced, Esq.
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
10 Madison Avenue, Suite 400
Morristown, NJ 07960
Email: Jocelyn.merced@ogletree.com**

Philip E. Stern, Esq. (Atty. No. 003641990)
DiFrancesco Bateman Kunzman Davis
Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, New Jersey 07059
Tel: (908) 757-77800
Fax: (908) 757-8039
Attorneys for Plaintiff, Michael Fasano

MICHAEL
FASANO,

Plaintiff,

v.

MARCUS & MILLICHAP REAL ESTATE
INVESTMENT SERVICES, INC., ITS
PARENT AND SUBSIDIARY ENTITIES;
HESSAM NADJI, IN HIS
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PROFESSIONAL CAPACITY AND
PERSONALLY; JOHN DOES 1-10; JANE
DOES 1-10; ABC CORPORATIONS.
(FICTITIOUS CORPORATIONS 1-10),

Defendants.

SUPERIOR COURT OF NEW JERSEY
BERGEN COUNTY - LAW DIVISION
DOCKET NO.:

Civil
Action

COMPLAINT AND JURY DEMAND

Plaintiff, Michael Fasano, (“Mr. Fasano”) by way of Complaint against Marcus & Millichap Real Estate Investment Services, Inc., Its Parent And Subsidiary Entities; Hesssam Nadji, In His Professional Capacity And Personally; J.D. Parker, In His Professional Capacity And Personally; John Does 1-10; Jane Does 1-10; ABC Corporations. (Fictitious Corporations 1-10),(Collectively Referred To As “Defendants”) asserts the following:

BACKGROUND

1. Mr. Fasano was employed by Defendants from 2001, until October 1, 2019, when Defendants terminated him.
2. During all but the first three years of his employment with Defendants, Mr. Fasano served in managerial positions for Defendants.
3. Throughout his employment with Defendants, Mr. Fasano earned the Defendants’ respect and praise for his intelligence, his loyalty to Defendants, his business acumen, and the profitable work he consistently produced. For example, during his career, Mr. Fasano solved a particularly troublesome issue facing Defendants’ Company by regularly commuting from New Jersey to Atlanta, Georgia. No task was too daunting or large for Mr. Fasano to successfully complete. Mr. Fasano was a highly trusted and respected employee, whose work Defendants rewarded throughout his employment.
4. On or about September 23, 2019, Defendants terminated Mr. Fasano by meeting with him and emailing Mr. Fasano, indicating he was finished with Defendants. Defendants emphasized in the email to Mr. Fasano that his

termination was “without cause,” and that Mr. Fasano’s last day would be October 15, 2019 – a mere two weeks’ notice for a managerial employee who had dedicated eighteen (18) years of exemplary service to Defendants.

5. Until he received Defendants’ notice that they were terminating him, Mr. Fasano had no idea whatsoever that his employment was in jeopardy. Until on or about Monday, September 23, 2019, Defendants gave no indication to Mr. Fasano that they were in any way displeased with his performance, his financial results, or any other aspect of Mr. Fasano’s employment.
6. Throughout the last three years of his employment with Defendants, Mr. Fasano heard various Defendants articulate concerns about fielding a more “youthful” managerial staff and that Defendants sought to “lower the age” of management.
7. Defendants were well aware of Mr. Fasano’s age at the time of his termination – age 62 -- and were hiring other individuals to Defendants’ leadership team far more junior in age than Mr. Fasano.
8. Mr. Fasano was aware of illegal and unethical conduct regarding various protected categories found in the New Jersey Law Against Discrimination on the part of Defendants’ leadership team. For example, prior to Mr. Fasano’s termination, at a national conference, Mr. Fasano heard a member of Defendants’ leadership team boast how Defendants have effectively made management “*younger*.” The member of Defendants’ leadership team immediately caught himself and stopped boasting when he realized that he was publicizing Defendants’ blatant age discrimination. The Defendants knew of

Mr. Fasano's knowledge of Defendants' potentially illegal and unethical conduct, and silenced him by terminating him.

9. The method by which Defendants terminated Mr. Fasano -- offering, then backtracking, then re-offering, and ultimately. Rescinding, severance agreements is emblematic of the Defendants' retaliatory, discriminatory conduct:
 - a. At the time Defendants terminated Mr. Fasano in late September, 2019, other divisions of Defendants' company made overtures to Mr. Fasano to join them. Defendants' rush to remove Mr. Fasano from employment was contrary to the interests in Mr. Fasano by other branches of their own Company's. Rewrite.
 - b. On or about October 2, 2019, Defendants offered a severance package to Mr. Fasano, including a sum of two hundred thirty-four thousand, one hundred eighty-five dollars and thirty cents (\$234,185.30), plus other benefits.
 - c. On or about January 9, 2020, after much delay and discussion, Defendants increased their initial severance offer to three hundred five thousand (\$305,000.00) dollars, plus other benefits.
 - d. On May 8, 2020, after several months of delay and discussions regarding specifics of the severance offer, Defendants reneged on its promise of three hundred five thousand (\$305,000.00) dollars and reduced the severance offer to two hundred twenty thousand (\$220,000.00) dollars -- a decrease of close to thirty (30%) percent. Defendants claimed the decrease of eighty-five thousand (\$85,000.00)

dollars was necessary because of “current revenues, industry declines, and decrease[sic] stock value relating to COVID-19.” Defendants’ reasons for reneging on its prior offer and decreasing the severance amount were entirely pre-textual, attempting to mask Defendants’ utter lack of good faith, and their desire to discriminate against Mr. Fasano.

e. Notwithstanding the sham reasons for reneging on its severance offer, Mr. Fasano was willing to accept the original offer of two hundred thirty-four thousand, one hundred eighty-five dollars and thirty cents (\$234,185.30), plus other benefits. Again, after long delays and discussions, adding insult to injury, on or about October 21, 2020, Defendants agreed to the payment of two hundred thirty-four thousand, one hundred eighty-five dollars and thirty cents (\$234,185.30), but also introduced installment payments to the mix (four quarterly), and, incredibly, extending a two-year Non-Solicitation Agreement against Mr. Fasano that began on October 15, 2019, to begin upon execution of the severance offer. Defendants thus decreased its severance offer, changed the method of payment to installment payments, and increased Mr. Fasano’s Non-Solicitation Agreement from its original, contractual two years, to at least three years.

f. In keeping with its deceptive, discriminatory practices against Mr. Fasano, on or about February 23, 2021, after much delay and discussion, Defendants reneged completely upon any amount of a severance offer. In doing so, Defendants, through Defendants’ attorney, audaciously

claimed the following as their justification for literally kicking Mr. Fasano when he was down: “Given the substantial passage of time without hearing from him, however, [Defendants] had come to the conclusion that Mike did not need or did not want the severance offered and, unfortunately, I no longer have authority to agree.”

- g. Defendants’ bad faith dealings with Mr. Fasano’s employment were only matched by Defendants’ bad faith dealings with Mr. Fasano’s severance offer. At no time did Mr. Fasano articulate anything but a desire to amicably part ways with Defendants, in a manner befitting a loyal, dedicated and committed employee of eighteen (18) years. Instead, Defendants cruelly pulled the rug from under Mr. Fasano, not one time, with regard to his termination from Defendants’ employ, but twice, with regard to Defendants’ wholesale default on their severance promises to Mr. Fasano.
- h. With regard to the pre-textual and discriminatory reasons for Defendants’ reneging upon its entire offer, Defendants were well aware that it was never Mr. Fasano’s intention to allow Defendants to bind him to a greater burden of a Non-Solicitation Agreement after being treated so cruelly. Defendants are also fully aware that Mr. Fasano never suggested that he neither “needed nor wanted” the severance sum of two hundred thirty-four thousand, one hundred eighty-five dollars and thirty cents (\$234,185.30). Again, Defendants continued their “adding insult to injury” campaign against Mr. Fasano.

FIRST
COUNT

(Retaliation in Violation of the NJLAD)

10. Mr. Fasano hereby incorporates paragraphs 1 to 9 as if set forth fully herein.

11. Mr. Fasano's rights under the New Jersey Law Against Discrimination, N.J.S.A.

10:5-1, *et seq.* ("NJLAD") to be free from reprisals for engaging in protected conduct was violated in a most egregious manner which conduct was knowing and intentional and as a result of which Mr. Fasano has been severely harmed and suffers damages.

12. The retaliatory conduct involved the active participation of upper management or the willful indifference of same, was especially egregious, occurred with actual malice and was in knowing and deliberate violation of Mr. Fasano's rights.

WHEREFORE, Mr. Fasano demands judgment against Defendants, jointly, severally, and seeks the following relief: compensatory damages, back pay, front pay, emotional distress, punitive damages, pre- and post-judgment interest, attorneys' fees, costs of suit, and such other relief as is just and equitable.

SECOND
COUNT

*(Age Discrimination in Violation of the
NJLAD)*

13. Mr. Fasano hereby incorporates paragraphs 1 to 12 as though set forth fully herein.

14. Mr. Fasano was sixty-two (62) years old at the time of his termination.

15. Mr. Fasano was performing his duties in an above satisfactory manner as evidenced by his consistent promotions, growth, raises and bonuses.

16. Mr. Fasano's termination was a pretext for age discrimination

17. Defendants' treatment of Mr. Fasano was not unique. Numerous individuals over the age of fifty (50) with decades of years in Defendants' employ had their employment terminated for pre-textual reasons.

18. Mr. Fasano was one of other managers in Defendants' employ who, based upon information and belief, were middle age men in their fifties and sixties who collectively had close to a hundred years of service to the Defendants. Based on information and belief, none of these managers – including Mr. Fasano -- remain employed by Defendants.

19. Mr. Fasano was terminated under circumstances that would give rise to an inference of discrimination.

20. Mr. Fasano's age was a determinative factor in Defendants' terminating Mr. Fasano's employment.

21. Defendants' termination of Mr. Fasano's employment violates the NJLAD.

22. The conduct involved Defendants' upper management and was egregious, willful, wanton, and in reckless disregard of Mr. Fasano's rights, for which punitive damages are appropriate.

WHEREFORE, Mr. Fasano demands judgment against Defendants, jointly, severally, and seeks the following relief: compensatory damages, back pay, front pay, emotional damages, punitive damages, pre- and post-judgment interest, attorneys' fees, costs of suit, and such other relief as is just and equitable.

THIRD COUNT

(Wrongful Termination)

23. Mr. Fasano hereby incorporates paragraphs 1 to 22 as though set forth fully herein.

24. Mr. Fasano was aware of the Defendants' upper management team seeking to rid the Company of older employees. Defendants upper management team knew that Mr. Fasano was aware of their discriminatory motives.

25. Defendants terminated Mr. Fasano's employment due to his knowledge of Defendants' discriminatory activity set forth above.

26. Defendants' actions violated the public policy of the State of New Jersey.

27. The retaliatory conduct involved the active participation of upper management or the willful indifference of same, was especially egregious, occurred with actual malice and was in knowing and deliberate violation of Mr. Fasano's rights.
28. As a direct and proximate result of Defendants' retaliation against Mr. Fasano, which retaliation was substantially motivated by his protected conduct, Mr. Fasano's right to be free from retaliation has been violated, as a result of which Mr. Fasano has been damaged.

WHEREFORE, Mr. Fasano demands judgment against Defendants, jointly, severally, and seeks the following relief: compensatory damages, back pay, front pay, emotional distress, punitive damages, pre- and post-judgment interest, attorneys' fees, costs of suit, and such other relief as is just and equitable.

FOURTH COUNT

(Violation of Implied Covenant of Good Faith and Fair Dealing)

29. Mr. Fasano hereby incorporates paragraphs 1 to 28 as if set forth fully herein.
30. Defendants' callous disregard of Mr. Fasano's contractual rights and ultimate termination epitomizes bad faith.
31. Defendants' post-termination treatment of Mr. Fasano wherein Defendants withdrew the severance agreement epitomizes bad faith.
32. Defendants' violation of the implied covenant of good faith and fair dealing caused Mr. Fasano to suffer economic damages.

WHEREFORE, Mr. Fasano demands judgment against Defendants, jointly, severally, and seeks the following relief: compensatory damages, back pay, front pay, emotional distress, punitive damages, pre- and post-judgment interest, attorneys' fees, costs of suit, and such other relief as is just and equitable.

FIFTH COUNT
(Defamation)

33. Mr. Fasano Mr. Fasano hereby incorporates paragraphs 1 to 32 as if set forth fully herein.

34. In the course of terminating Mr. Fasano, Defendants spread false and malicious messages throughout the Defendants' company about Mr. Fasano and the reasons for Defendants' termination of Mr. Fasano.

35. Defendants' false and malicious messages spread throughout the industry in which Mr. Fasano has made a living.

36. As a result of Defendants' defamatory statements about Mr. Fasano, Mr. Fasano has suffered damage to his professional reputation and financial damage.

WHEREFORE, Mr. Fasano demands judgment against Defendants, jointly, severally, and seeks the following relief: compensatory damages, back pay, front pay, emotional distress, punitive damages, pre- and post-judgment interest, attorneys' fees, costs of suit, and such other relief as is just and equitable.

JURY
DEMAND

Mr. Fasano demands a trial by jury on all issues by a jury.

DESIGNATION OF TRIAL COUNSEL

Philip E. Stern, Esq. is hereby designated as trial counsel.

CERTIFICATION PURSUANT TO R. 4:5-1

The undersigned hereby certifies that to the best of his knowledge or belief, this matter is not the subject of any other action or a pending arbitration proceeding, and no other action or arbitration proceeding is contemplated.

DIFRANCESCO, BATEMAN, KUNZMAN,
DAVIS, LEHRER & FLAUM, P.C.
Attorneys for Plaintiff

By: Philip E. Stern
PHILIP E. STERN

Dated: July 2, 2021

Civil Case Information Statement

Case Details: BERGEN | Civil Part Docket# L-004354-21

Case Caption: FASANO MICHAEL VS MARCUS & MILlichap R EAL ESTAT

Case Initiation Date: 07/02/2021

Attorney Name: PHILIP E STERN

Firm Name: DI FRANCESCO BATEMAN

Address: 15 MOUNTAIN BLVD

WARREN NJ 070595686

Phone: 9087577800

Name of Party: PLAINTIFF : Fasano, Michael

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: LAW AGAINST DISCRIMINATION (LAD) CASES

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Are sexual abuse claims alleged by: Michael Fasano? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Employer/Employee

Does the statute governing this case provide for payment of fees by the losing party? YES

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO Title 59? NO Consumer Fraud? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

07/02/2021
Dated

/s/ PHILIP E STERN
Signed

BERGEN COUNTY COURTHOUSE
SUPERIOR COURT LAW DIV
BERGEN COUNTY JUSTICE CTR RM 415
HACKENSACK NJ 07601-7680

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (201) 221-0700
COURT HOURS 8:30 AM - 4:30 PM

DATE: JULY 02, 2021
RE: FASANO MICHAEL VS MARCUS & MILLICHAP R EAL ESTAT
DOCKET: BER L -004354 21

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 3.

DISCOVERY IS 450 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON ESTELA M. DE LA CRUZ

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 003
AT: (201) 527-2600.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: PHILIP E. STERN
DI FRANCESCO BATEMAN
15 MOUNTAIN BLVD
WARREN NJ 07059-5686

ECOURTS

EXHIBIT B

Philip E. Stern Esq. (Atty. No. 003641990)
**DIFRANCESCO, BATEMAN, KUNZMAN,
DAVIS, LEHRER & FLAUM, P.C.**
15 Mountain Boulevard
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(908) 757-7800
Attorneys for Plaintiff, Michael Fasano

MICHAEL FASANO,

Plaintiff,

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(FICTITIOUS CORPORATIONS 1-10),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO.: BER-L-004354-21

Civil Action

ACKNOWLEDGMENT OF SERVICE

Service of the Complaint and Jury Demand in the above captioned matter is
acknowledged this 3rd day of August 2021, on behalf of Defendants, Marcus & Millichap
Real Estate Investment Services, Inc., Hesssam Nadji, and J.D. Parker.

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C**
Attorneys for Defendants

By: 

Jocelyn A. Merced, Esq.

Dated: August 3, 2021

EXHIBIT C

Jocelyn A. Merced, Esq.
**OGLETREE, DEAKINS, NASH
SMOAK & STEWART, P.C.**
10 Madison Avenue, Suite 400
Morristown, New Jersey 07960
(973) 656-1600 (Telephone)
(973) 656-1611 (Facsimile)
Jocelyn.Merced@ogletreedeakins.com
Attorneys for Defendants
Marcus & Millichap Real Estate Investment Services, Inc.;
Hessam Nadji and J.D. Parker

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

MICHAEL FASANO,	:	
	:	Civil Action No. _____
Plaintiff,	:	
	:	
v.	:	
	:	
MARCUS & MILLICHAP REAL ESTATE	:	CERTIFICATION OF BRENDA KENT
INVESTMENT SERVICES, INC., ITS	:	
PARENT AND SUBSIDIARY ENTITIES;	:	
HESSAM NADJI, IN HIS	:	
PROFESSIONAL CAPACITY AND	:	
PERSONALLY; J.D. PARKER, IN HIS	:	
PROFESSIONAL CAPACITY AND	:	
PERSONALLY; JOHN DOES 1-10; JOHN	:	
DOES 1-10; JANE DOES 1-10; ABC	:	
CORPORATIONS. (FICTITIOUS	:	
CORPORATIONS 1-10),	:	
	:	
Defendants.	:	

BRENDA KENT, of full age, certifies as follows;

1. I am employed by Marcus & Millichap Real Estate Investment Services, Inc. (“M&M”) in the position of Human Resources Manager.

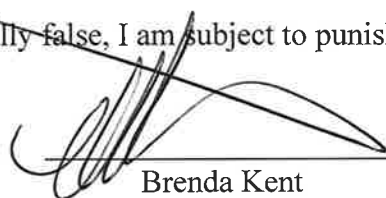
2. I submit this certification in support of Defendants M&M; Hassam Nadji and J.D. Parker’s (“Defendants”) Notice of Removal based upon my personal knowledge and/or my review of company records.

3. Plaintiff onboarded with M&M on February 28, 2002 as an independent contractor real estate agent and remained an agent until December 6, 2004. On December 6, 2004, Plaintiff was hired as an M&M employee for the position of Regional Manager of the Fort Lee, New Jersey office. On or about June 3, 2013, Plaintiff became the Regional Manager of M&M's Atlanta, Georgia office and remained employed as Regional Manager of the Atlanta office until he was terminated from this role on September 25, 2019. On September 25, 2019, Plaintiff became an independent contractor real estate agent, once again, until November 19, 2019 when his association with M&M was terminated.

4. Attached hereto as **Exhibit 1** is a true and correct copy of Plaintiff's M&M Confidential Personnel Report ("CPR") executed by Plaintiff on June 16, 2015, confirming his change of address to 60 Perimeter Center West, #615, Atlanta, GA 30346.

5. Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff's change of address which Plaintiff personally entered into M&M's ADP Workforce Now system ("Workforce Now") on October 11, 2017. Plaintiff updated his address in Workforce Now from 60 Perimeter Center West #615, Atlanta, GA, 30346 to 4561 Olde Perimeter Way, Unit 1008, Atlanta, GA 30346.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Brenda Kent

Date: September 1, 2021

EXHIBIT 1

Marcus & Millichap

CONFIDENTIAL PERSONNEL REPORT (CPR) – EMPLOYEE

Navigate the form using the ↑ ↓ arrow keys

Employee Name:	FASANO, MICHAEL, J.		Position Level:	Level
Position Title:	FVP/RM	Eff. Date:	06/16/2015	Office #: 023 Corp Dept #: 100230

New Hire ¹ (attach the fully approved RAF)	Home Address:	Click here to enter text.		
	Home Phone:	Click here to enter text.	Cell Phone:	Click here to enter text.
	Birth Date:	mm/dd/yyyy	Spouse:	Name
	<input type="checkbox"/> Salary (if exempt) \$\$		<input type="checkbox"/> Rate (if hourly) \$\$	
	<input type="checkbox"/> Full Time <input type="checkbox"/> Part-time <input type="checkbox"/> Regular <input type="checkbox"/> Temporary		Hours Per Week:	Hours

Emergency Contact Information	Emergency Contact Name:	Relationship to Contact:	Relationship
	Contact Address:	Click here to enter text.	
	Contact Work Phone:	Click here to enter text.	Contact Home Phone: Click here to enter text.

Separation	Last Day Worked:	Salary to be paid through:
	<input type="checkbox"/> Voluntary (attach resignation letter) <input type="checkbox"/> Involuntary <input type="checkbox"/> Layoff	
	Reason for voluntary termination:	
	Severance Provisions (HR Use Only):	

Leaves	Type:	<input type="checkbox"/> FMLA <input type="checkbox"/> Other	Pay:	<input type="checkbox"/> With Pay <input type="checkbox"/> Without Pay
	Last Day Worked:	mm/dd/yyyy	Date of Return:	mm/dd/yyyy
		Total Work Days Absent: ##		

Employee Changes				
<input type="checkbox"/> Transfer:	Office: New Office	Department: New Department		
<input type="checkbox"/> Title/Job:	Title: Title	Level: Position Level Change		
<input type="checkbox"/> Salary:	Current =	% Increase =	New Rate =	Other Comp:
<input type="checkbox"/> Status:	<input type="checkbox"/> Regular <input type="checkbox"/> Temporary <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time			
<input type="checkbox"/> Name:	New Name			
<input checked="" type="checkbox"/> Address:	60 PERIMETER CENTER WEST, #615, ATLANTA GA 30346			
<input type="checkbox"/> Phone #:	Click here to enter text.			

Authorizing Signatures

Employee Signature (for new hire & changes only)

Date

Dept/Regional Manager

Date

Additional Signatures as required

Supervising Sr. VP

Date

Chief Financial Officer

Date

HR Use Only



¹ CFO only needs to sign the CPR for New Hires when the salary is different than what was approved on the final RAF.

RECEIVED
JUN 17 2015

RECEIVED

Rev. 8/14/15
60970TB
17/15
DB

EXHIBIT 2



Event Name

Employee - Address

Affected User Name

MICHAEL FASANO

Submit By

MICHAEL FASANO

Submit On

10/11/2017 10:30 AM

LABEL	ORIGINAL VALUE	NEW VALUE
Personal Address 1		
Use as Legal Address	Yes	Yes
Country	US	US
Address Line 1	60 PERIMETER CENTER WEST #615	4561 Olde Perimeter Way
Address Line 2		Unit 1008
Address Line 3		
City	ATLANTA	Atlanta
County		Dekalb County
State	GA	GA
Zip Code	30346	30346

Click Approve or Reject

Comment

← BACK

APPROVE

DECLINE

VIEW ACTIVITY HISTORY

Arthem ✓
SunLife D/V ✓
SunLife CI ✓
CTC ✓
NP6 ✓